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Such a statute would enable shippers of interstate traffic to make a legal demand upon those who are responsible for the loss or damage. The right to control by legislative enactment, in the interest of the public, a corporation of this character in this manner is unquestioned, and as State laws on this subject do not apply to interstate shipments, a Federal statute governing that traffic in this matter, along the lines indicated, is plainly necessary.

In framing such a statute it would be worth while to consider whether, when a joint tariff is in force over the connecting line, the initial carrier should not be held liable merely upon proof of the loss or damage, having recourse upon the connecting carrier at fault. When carriers can agree upon a through route and joint through rate less than the sum of the locals, they can surely have no difficulty in adjusting the payment of claims as between themselves. It would also be possible, with such a provision, to give the State court concurrent jurisdiction, thereby promoting the means of redress and the convenience of shippers in obtaining it.—

Freight.

See 10 Va. Law Reg. 1032, where the case of *Central of Georgia R. Co. v. Murphy & Hunt*, 25 Sup. Ct. 218, is examined with reference to the Virginia statute. See also 11 Va. Law Reg. (May number) 56.

BILLS AND NOTES—CHECKS—STOPPAGE OF PAYMENT—DISREGARD BY BANK—WAIVER.—In *Pease & Dwyer Co. v. State National Bank*, decided by the Supreme Court of Tennessee in June, 1905, 88 S. W., 172, it was held that under Negotiable Instrument Law, section 189 (sec. 2841a, sec. 189, Va. Code, 1904), providing that a check is not an assignment of any part of the drawer's funds, and the bank is not liable to the holder unless and until it accepts or certifies the check, the drawer of an ordinary check may, before it is accepted, revoke it and forbid its payment, and any subsequent payment by the bank is made at its peril.

It was further held that in order to place a check beyond the control of the drawer and preclude him from stopping payment thereon, it must be clearly shown that it was the intention of the parties to assign all or a part of the specific fund on deposit.

It was decided that the bringing of suit by the drawer of a check against the payee to recover the sum for which it was drawn was not a ratification by him of the act of the bank in paying the check after he had stopped payment thereon.

BILLS AND NOTES—NEGOTIABILITY—MORTGAGE.—The provisions of a mortgage securing a contemporaneous note, which merely relate to the preservation of the security, are held, in *Thorpe v. Mindeman* (Wis.), 68 L. R. A. 146, not to be made a part of it so as to destroy its negotiability, by the rule that contemporaneous instruments relating to the same subject matter are to be construed together.